

SOUTH CAROLINA  
PHYSICAL FITNESS  
RETAILINSTALLMENT  
SALECONTRACT

ABC Fitness Center  
100 Main Street  
Anywhere, S.C. 29000

Please Print All Information

Buyer's Name: (Called You, Your and Yours)

Buyer's Address

Buyer's City, State, Zip

MEMBERSHIP AGREEMENT

Home Phone (Area Code)	Date of Birth	Age	Social Security No.		Number of Dependents	<input type="checkbox"/> Own Home <input type="checkbox"/> Rent Apt. <input type="checkbox"/> Live w/parent	Landlord or Mortgage Co.		Payment	How Long	
Company Employed By (No Abbreviations)		How Long		<input type="checkbox"/> Full <input type="checkbox"/> Part-Time	Net Monthly Salary	Telephone (Area Code)	Ext. or Dept.	Hours <input type="checkbox"/> A.M. <input type="checkbox"/> P.M.	Occupation		
Bank		<input type="checkbox"/> Checking <input type="checkbox"/> Savings <input type="checkbox"/> Loan	<input type="checkbox"/> Visa <input type="checkbox"/> MC <input type="checkbox"/> AM/Ex.	IMPORTANT - You need not disclose alimony, child support or separate maintenance income if you do not wish to have it considered as a basis for repayment.				Other Net Income			
Relative Not Living With You Name and Address				Telephone		Relative Not Living With You Name and Address				Telephone	

Date of Contract

Type of Membership

Your membership begins on

and ends on

Facilities included in membership

<b>ANNUAL PERCENTAGE RATE</b> The cost of your credit as a yearly rate.  %	<b>FINANCE CHARGE</b>  The dollar amount the credit will cost you.  \$	<b>Amount Financed</b> The amount of credit provided to you or on your behalf.  \$	<b>Total of Payments</b> The amount you will have paid after you have made all payments as scheduled. \$	<b>Total Sale Price</b> The total cost of your purchase on credit, including your downpayment of \$ \$
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Your payment schedule will be:

Number of Payments	Amount of Payments	When Payments Are Due
		Your first payment will be due on , 20 and on the same day of each month thereafter.
<b>Late Charge:</b> You will be charged 14.00 or 5% of the amount in default, whichever is less, if a payment is not made within 10 days after it is due. <b>Prepayment:</b> If you pay off early, you may be entitled to a refund of part of the Finance Charge. You can refer to this Contract for any additional information about prepayment refunds, non-payment, default and any required payment in full before the scheduled date.		

You have agreed to: (check one)

( ) pay (name of physical fitness provider) the membership fee of \$ now, which is the CASH PRICE, or

( ) pay to (name of physical fitness provider) the CASH PRICE in installments plus a FINANCE CHARGE in accordance with the schedule in this agreement.

**ADDITIONAL TERMS AND CONDITIONS:** Additional terms and conditions printed on the reverse side of this contract and on the Membership Agreement are a part of this Contract. They bind you in the same way as if they were printed on the front of this Contract.

**PROMISE TO PAY:** You promise to pay the Total of Payments plus your Total Downpayment according to your installment payment schedule shown above. You shall make your payments to us at the address we give you unless we notify you in writing to make your payments to a different address.

**DEFAULT:** You are in default if we do not receive an installment payment from you within 10 days after it is due

**ACCELERATION OF PAYMENTS:** If you have been in default for more than ten days for failure to make a required payment, we will give you written notice of such fact and your right to cure the default mailed to your last known address. If you fail to cure the default within 20 days after such notice is given, we can demand immediate payment of the entire amount you owe. This includes all remaining monthly payments you must make minus the part of the Finance Charge we have not earned, computed by using the Rule of 78. If you default a second time in making payments, we may exercise our rights without sending another notice.

Buyer certifies that the information in the application portion above is

true and complete and authorizes Seller to verify any information pertaining to Buyer's credit and financial responsibility that it deems necessary.

ITEMIZATION OF AMOUNT FINANCED

(A) \$ Cash Price - including Taxes

(B) \$ Less: Total downpayment (Cash)

(C) \$ Unpaid Balance (Amount Financed) (A minus B)

(D) \$ Finance Charge

(E) \$ Time Balance (C + D)

(F) \$ Time Sale Price (A + D)

You shall pay payments of \$ which are due on the day of each month beginning

RIGHTS OF CANCELLATION:

See the reverse side of this for an explanation of your rights to cancel this Contract.

NOTICE TO THE BUYER:

(1) Do not sign this before you read it or if it contains any blank spaces.

(2) You are entitled to an exact copy of the paper you sign.

(3) You have the right to pay in advance the full amount due and under certain conditions to obtain a partial refund of the time price differential.

Buyer acknowledges that he has read and received a completed copy of this contract with disclosures made in compliance with federal and state laws.

Buyer 1 Date

Buyer 2 Date

Seller Date

SELLER BY EXECUTION HEREOF, HEREBY ASSIGNS THIS AGREEMENT FOR VALUE RECEIVED TO ( ) AS OF THE DATE HEREOF IN ACCORDANCE WITH THE TERMS OF ANY AND ALL AGREEMENTS BETWEEN THE SELLER AND ( ) THIS AGREEMENT IS ASSIGNED WITH FULL RECOURSE AGAINST THE ASSIGNER (SELLER) IN THE EVENT OF ANY DEFAULT.

BY DATE WITNESS DATE

NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS THEREOF. RECOVERY

HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY DEBTOR HEREUNDER.  
CUSTOMER'S RIGHT TO CANCELLATION

- (a) You may cancel this Membership Agreement and any related Retail Installment Sale Contract by sending notice of your wish to cancel to the seller before midnight of the third business day after you sign the Membership Agreement. 'Business day' means Monday through Friday excluding state holidays and federal holidays. This notice must be sent certified mail to the following: \_\_\_\_\_
- Within thirty days of receipt of this notice, the seller shall return any payments made and any note or other evidence of indebtedness. If you use the seller's facilities or services, the seller may charge you a reasonable fee based on days of actual use.
- (b) In addition, you or your estate may also cancel this Membership Agreement and any related Retail Installment Contract at any time by written notice to the seller at the above address if the following circumstances occur.
- (1) the customer's death;
  - (2) substantial physical disability certified by a physician, which makes it permanently impossible for the customer to use the seller's services;
  - (3) the customer's permanent relocation over fifty (50) miles distance from an outlet operated by the seller, if the seller is unable to arrange for the customer's use of another facility with equivalent major facilities and services. The seller may require presentation of information to substantiate that one of these circumstances has occurred. If the Membership Agreement and any Retail Installment Sale Contract are cancelled because of disability, death or permanent change of residence, the seller shall return any note or other evidence of indebtedness and unearned prepayments as follows: for each month that the Membership Agreement was in effect, the seller is entitled to the rate a month or a treatment which it would have been charged if the Membership Agreement has initially been one for the number of months or the number of treatments for which the Membership Agreement was actually in effect. The rate is to be determined from a fee schedule in effect on the date of the Membership Agreement.
- (c) The right of cancellation shall affect only the financial obligations under the Membership Agreement and any Retail Installment Sale Contract and customer's right to use seller's physical fitness services.

ADDITIONAL TERMS AND CONDITIONS

ALL QUALIFIED REFUNDS OF ANNUAL DUES WILL BE MADE ON A PRO-RATA BASIS.

**PARTIES:** In this contract, the words you, your and yours mean all persons signing the Contract and the Membership Agreement as Buyer. The words we, us, our, or Seller means ABC Fitness Center or anyone to whom we may transfer this Contract.

**INVALID PROVISIONS:** If any part of this Contract is found to be invalid or unenforceable, the remainder of the contract will be valid and enforceable.

**SIGNER OF AGREEMENT:** You as Buyer state and agree that you have elected to purchase at the deferred payment price rather than at the cash price.

**BUYER'S RESPONSIBILITY:** You shall notify us within a reasonable time after any change in your address. You shall send any notification to the address where you make your payments.

**NO WAIVER OF RIGHTS:** We do not waive our right to have future payments made when due if we accept a late or partial payment or delay the enforcement of our rights on any occasion.

**TRANSFER OF THIS CONTRACT:** Your membership is non-transferable. However, we have the right to transfer this Contract to anyone of our choice. If we do so, your obligation to such transferee or holder will continue in force.

**ENTIRE CONTRACT:** No oral promises, statements, warranties, or representations either expressed or implied are included in this contract or in addition or contrary to any written part or portion of this Contract. This Contract and a related Membership Agreement constitute the entire agreement between Buyer and Seller.

**ATTORNEY'S FEES AND COURT COSTS:** If the Contract is given to any attorney for collection who is not a salaried employee of Seller, you agree to pay court costs allowed by law and reasonable attorneys fees, not in excess of 15% of the unpaid debt.

**APPLICATION OF PAYMENTS:** We will apply all payments received first to any installment due during the period in which it is received and then to delinquent installments and charges.

**PREPAYMENT:** If you prepay, Seller may collect or retain a minimum finance charge of \$15.00 if the earned finance charge at the time of prepayment is less than \$15.00. No refund if less than \$1.00 need be made. Refunds of the unearned portion of the finance charge will be computed according to the Rule of 78.

THE FEDERAL EQUAL CREDIT OPPORTUNITY ACT PROHIBITS CREDITORS FROM DISCRIMINATING AGAINST CREDIT APPLICATIONS ON THE BASIS OF SEX OR ANY MARITAL STATUS. THE FEDERAL AGENCY WHICH ADMINISTERS COMPLIANCE WITH THIS LAW CONCERNING THIS HEALTH SPA AND ANY SALES FINANCE COMPANY ASSIGNEE IS THE FEDERAL TRADE COMMISSION, WASHINGTON, DC 20508

RULES AND REGULATIONS (OPTIONAL)

Hours: \_\_\_\_\_

Membership Card: \_\_\_\_\_

Surrender of Membership Card: \_\_\_\_\_

Conduct of Members: \_\_\_\_\_

Violations of Posted Rules and Regulations: \_\_\_\_\_

Guest Privileges: \_\_\_\_\_

Lockers: \_\_\_\_\_

No Smoking: \_\_\_\_\_